

United States District Court

FOR THE
NORTHERN DISTRICT OF CALIFORNIA
CRIMINAL DIVISION
VENUE: SAN FRANCISCO

09 JUL 30 PM 4:55
FILED
U.S. DISTRICT COURT
SAN FRANCISCO, CALIF.

E-filing

UNITED STATES OF AMERICA,

v.

JUDY YEUNG,
a/k/a Miu Wan Yeung

CR09-376 RTH

DEFENDANT.

INDICTMENT

18 U.S.C. §1349 - Wire fraud conspiracy;
18 U.S.C. § 1343 - Wire fraud;
18 U.S.C. 1512(b)(3) - Witness tampering

A true bill.

Linda Benjamin
Foreman

Filed in open court this 30 day of

July, 2009

[Signature]
Clerk

EDWARD M. CHEN
UNITED STATES MAGISTRATE JUDGE

BETTY P. LEE

Bail, \$

No Process

DEFENDANT INFORMATION RELATIVE TO A CRIMINAL ACTION - IN U.S. DISTRICT COURTBY: ☐ COMPLAINT ☐ INFORMATION ☐ INDICTMENT☒ SUPERSEDING**OFFENSE CHARGED**

18 U.S.C. 1349 -- wire fraud conspiracy (one count);

☐ Petty

18 U.S.C. 1343 --- wire fraud (eight counts);

☐ Minor

18 U.S.C. 1512(b)(3) --- witness tampering (three counts)

☐ Misdemeanor☒ Felony

PENALTY: for each count under 18 U.S.C. 1349 and 1343, 30 years imprisonment; \$1,000,000 fine or twice gain/loss; 5 years supervised release; restitution and \$100 special assessment; for each count under 18 U.S.C. 1512(b)(3), 20 years imprisonment; 5 years supervised release; and \$100 special assessment

Name of District Court, and/or Judge/Magistrate Location

NORTHERN DISTRICT OF CALIFORNIA

SAN FRANCISCO DIVISION

DEFENDANT - U.S.

JUDY YEUNG, a/k/a "Miu Wan Yeung"

DISTRICT COURT NUMBER

CR 09-376 PJH

DEFENDANT**IS NOT IN CUSTODY**

Has not been arrested, pending outcome this proceeding.

1) ☐ If not detained give date any prior summons was served on above charges2) ☐ Is a Fugitive3) ☒ Is on Bail or Release from (show District)

NDCA

IS IN CUSTODY4) ☐ On this charge5) ☐ On another conviction☐ Federal ☐ State6) ☐ Awaiting trial on other charges

If answer to (6) is "Yes", show name of institution

Has detainer been filed? ☐ Yes ☐ No

If "Yes" give date filed

DATE OF ARREST

Month/Day/Year

Or... if Arresting Agency & Warrant were not

DATE TRANSFERRED TO U.S. CUSTODY

Month/Day/Year

☐ This report amends AO 257 previously submitted**PROCEEDING**

Name of Complainant Agency, or Person (& Title, if any)

Federal Bureau of Investigation

☐ person is awaiting trial in another Federal or State Court, give name of court☐ this person/proceeding is transferred from another district per (circle one) FRCrp 20, 21, or 40. Show District

☐ this is a reprosecution of charges previously dismissed which were dismissed on motion of:

☐ U.S. ATTORNEY ☐ DEFENSE

SHOW DOCKET NO.

☐ this prosecution relates to a pending case involving this same defendant

MAGISTRATE CASE NO.

☐ prior proceedings or appearance(s) before U.S. Magistrate regarding this defendant were recorded under

Name and Office of Person

Furnishing Information on this form JOSEPH P. RUSSONIELLO

☒ U.S. Attorney ☐ Other U.S. Agency

Name of Assistant U.S.

Attorney (if assigned)

Jeffrey Rabkin

ADDITIONAL INFORMATION OR COMMENTS**PROCESS:**☐ SUMMONS ☒ NO PROCESS* ☐ WARRANT

Bail Amount: _____

If Summons, complete following:

☐ Arraignment ☐ Initial Appearance

Defendant Address:

* Where defendant previously apprehended on complaint, no new summons or warrant needed, since Magistrate has scheduled arraignment

Date/Time: _____ Before Judge: _____

Comments:

JOSEPH P. RUSSONIELLO (CABN 44332)
United States Attorney

FILED
09 JUL 30 PM 4:55
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

UNITED STATES OF AMERICA,
Plaintiff,

v.

JUDY YEUNG,
a/k/a "Miu Wan Yeung,"
Defendant.

No.: CR 09-376 PJH

VIOLATIONS: 18 U.S.C. § 1349 — Wire
Fraud Conspiracy; 18 U.S.C. § 1343 —
Wire Fraud; 18 U.S.C. § 1512(b)(3) —
Witness Tampering

SUPERSEDING INDICTMENT

The Grand Jury charges:

BACKGROUND

At all times relevant to this Indictment:

1. The defendant JUDY YEUNG, a/k/a "Miu Wan Yeung," was the leader of a fraudulent real estate scheme, the primary objective of which was to obtain mortgage loans secured by residential properties within the Northern District of California through the transmission of materially false and misleading information to mortgage lenders.

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UNITED STATES v. YEUNG, CR. 09-376 (PJH)
SUPERSEDING INDICTMENT

2. As set forth more fully below, from at least in or about December 2004 through in or about January 2007, both dates being approximate and inclusive, in the Northern District of California and elsewhere, the defendant,

and others known and unknown to the Grand Jury, engaged in an illegal scheme to defraud mortgage lenders by submitting applications and supporting documentation for mortgage loans, including both purchase and refinance mortgage loans, that contained materially false and misleading information in order to induce the mortgage lenders to make mortgage loans to persons and at terms that the mortgage lenders otherwise would not have funded.

4. As a further part of the scheme to defraud, YEUNG, together with others, misled and falsely represented to the mortgage lenders that the Straw Buyers intended both to make payments on the mortgage loans with their own income and assets and that the Straw Buyers intended to reside primarily in the property that would secure each mortgage loan, when, in fact, the Straw Buyers neither intended to make payments on the mortgage loans with their own income and assets nor intended to reside in the property. By submitting the loan applications in the names of the Straw Buyers, who had no intention of making payments on the mortgage loans, YEUNG and her co-conspirators provided misleading and materially false information to the lenders as to the true identity

1 of the borrower.

2 5. As a further part of the scheme to defraud, YEUNG, together with others,
3 prepared and transmitted loan applications, and other documentation, to the mortgage
4 lenders which purported accurately to represent the personal and financial information of
5 each Straw Buyer. However, YEUNG, together with others, fraudulently improved the
6 creditworthiness of the Straw Buyers by falsifying personal and financial information that
7 was material to the mortgage lenders in making their lending decisions. For example,
8 among other things, YEUNG, together with others, prepared and transmitted to the
9 mortgage lenders false and misleading information concerning the employment, income
10 and assets of the Straw Buyers.

11 COUNT ONE: 18 U.S.C. § 1349 – Conspiracy to Commit Wire Fraud

12 6. Paragraphs 1 through 5 of this Indictment are hereby re-alleged and
13 incorporated by reference as if set forth in full herein.

14 7. From at least in or about December 2004 through in or about January 2007,
15 both dates being approximate and inclusive, in the Northern District of California and
16 elsewhere, the defendant,

17 JUDY YEUNG,
18 a/k/a “Miu Wan Yeung,”

19 together with others, did knowingly and intentionally conspire to devise a material
20 scheme and artifice to defraud, and to obtain money and property by means of materially
21 false and fraudulent pretenses, representations and promises, and by material omissions of
22 fact, and for the purpose of executing such scheme and artifice, to transmit and to cause
23 to be transmitted, by means of wire communication in interstate commerce, writings,
24 signs, signals, pictures and sounds, in violation of Title 18, United States Code, Section
25 1343.

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Overt Acts

8. As part of the conspiracy and to carry out its objects, the defendant JUDY YEUNG, a/k/a "Miu Wan Yeung," together with others known and unknown to the Grand Jury, committed and caused to be committed the following overt acts, among others, in the Northern District of California and elsewhere:

The First 261 San Fernando Way, San Francisco, California Straw Buyer Transaction

a. In or about late 2004, YEUNG met with a Straw Buyer ("Straw Buyer 1") in San Francisco, California. At this meeting, and during subsequent conversations, YEUNG told Straw Buyer 1, in sum and substance and among other things, that YEUNG wanted to use Straw Buyer 1's credit to refinance the residence located at 261 San Fernando Way, San Francisco, California.

b. On or about December 16, 2004, YEUNG executed a grant deed by which she conveyed to Straw Buyer 1 an ownership interest in the residence located at 261 San Fernando Way, San Francisco, California.

c. On or about March 16, 2005, Straw Buyer 1 signed a Washington Mutual Bank Owner Occupancy Agreement in which he falsely represented, in sum and substance, that the residence at 261 San Fernando Way, San Francisco, California was and would be his principal residence.

d. On or about March 16, 2005, YEUNG, together with Straw Buyer 1, caused a loan application and other documents to be transmitted to Washington Mutual Bank, located in San Francisco, California, for the purpose of obtaining a refinance mortgage loan in the name of Straw Buyer 1 for the residential property located at 261 San Fernando Way, San Francisco, California. As YEUNG and Straw Buyer 1 well knew at the time, this loan application contained numerous materially false and misleading representations, including false and misleading representations about the true identity of the borrower, Straw Buyer 1's income and assets, and that Straw Buyer 1 intended to live in the residential property located at 261 San Fernando Way, San Francisco, California.

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1 e. On or about March 22, 2005, based on the false and misleading
2 information provided to it by YEUNG, Straw Buyer 1 and others, Washington Mutual
3 Bank funded a refinance mortgage loan in the name of Straw Buyer 1 for 261 San
4 Fernando Way, San Francisco, California, in the amount of \$1,362,495.10, by way of a
5 wire in interstate commerce. In addition, at the time of the closing, a sum of \$86,586.45
6 was disbursed by wire transfer to YEUNG.

7 f. On or about June 15, 2005, YEUNG and Straw Buyer 1 executed a
8 grant deed by which they reconveyed Straw Buyer 1's ownership interest in the residence
9 located at 261 San Fernando Way, San Francisco, California back to YEUNG.

10 g. Between in or about June 2005 through in or about June 2006, both
11 dates being approximate and inclusive, YEUNG obtained approximately \$422,650 from
12 loans, all of which were secured by 261 San Fernando Way, San Francisco, California.

13 The First 1351 Third Street, Gilroy, California Straw Buyer Transaction

14 h. In or about the Fall of 2005, YEUNG met with another Straw Buyer
15 ("Straw Buyer 2") in San Francisco, California. At this meeting, and during subsequent
16 conversations, YEUNG told Straw Buyer 2, in sum and substance and among other
17 things, that YEUNG wanted to use Straw Buyer 2's credit to purchase the residence
18 located at 1351 Third Street, Gilroy, California. YEUNG also told Straw Buyer 2, in sum
19 and substance and among other things, that YEUNG would pay all expenses associated
20 with the residence including the mortgage loan obtained in Straw Buyer 2's name.

21 i. In or about the Fall of 2005, YEUNG called a co-conspirator not
22 named as a defendant herein ("CC-1"). CC-1 was, at the time, working as a mortgage
23 broker in San Bruno, California. YEUNG asked CC-1, in sum and substance, to help her
24 to obtain a mortgage loan in the name of Straw Buyer 2 for the purchase of the residence
25 located at 1351 Third Street, Gilroy, California.

26 j. On or about October 14, 2005, YEUNG, together with CC-1 and
27 Straw Buyer 2, caused loan applications and other documents to be transmitted to Long
28 Beach Mortgage Company, located in Anaheim, California, for the purpose of obtaining

1 first and second mortgage loans in the name of Straw Buyer 2 for the purchase of the
2 residential property located at 1351 Third Street, Gilroy, California. As YEUNG, CC-1
3 and Straw Buyer 2 well knew at the time, these loan applications contained numerous
4 materially false and misleading representations, including false and misleading
5 representations about the true identity of the borrower, Straw Buyer 2's employment,
6 income and assets, and that Straw Buyer 2 intended to live in the residential property
7 located at 1351 Third Street, Gilroy, California.

8 k. On or about October 20, 2005, based on the materially false and
9 misleading information provided to it by YEUNG, CC-1 and Straw Buyer 2, Long Beach
10 Mortgage Company funded first and second mortgage loans in the name of Straw Buyer 2
11 for the purchase of the residence located at 1351 Third Street, Gilroy, California, in the
12 amounts of \$637,434.20 and \$159,104.16 respectively, by means of interstate wires.

13 The Second 1351 Third Street, Gilroy, California Straw Buyer Transaction

14 l. In or about December 2005, YEUNG, together with CC-1, recruited
15 another Straw Buyer ("Straw Buyer 3") to assist YEUNG with the purchase of the
16 residence located at 1351 Third Street, Gilroy, California. At YEUNG's direction, CC-1
17 told Straw Buyer 3, in sum and substance and among other things, that YEUNG wanted
18 to use Straw Buyer 3's credit to purchase a residence located at 1351 Third Street, Gilroy,
19 California. Also at YEUNG's direction, CC-1 told Straw Buyer 3, in sum and substance
20 and among other things, that YEUNG would pay Straw Buyer 3 for his participation, that
21 YEUNG would pay all expenses associated with the residence including the mortgage
22 loan obtained in Straw Buyer 3's name, and that Straw Buyer 3's name would removed
23 from the property in question within a short period of time.

24 m. On or about December 8, 2005, CC-1, together with a
25 second co-conspirator not named in this indictment ("CC-2"), procured a letter that
26 falsely purported to be a certified public accountant's verification of Straw Buyer 3's
27 employment (the "CPA's verification letter"). In fact, as CC-1 and CC-2 well knew, the
28 information contained in the CPA's verification letter regarding Straw Buyer 3's

1 employment was false.

2 n. On or about December 29, 2005, YEUNG, together with CC-1, CC-2
3 and Straw Buyer 3, caused loan applications and other documents including the CPA's
4 employment verification letter to be transmitted to Long Beach Mortgage Company,
5 located in Anaheim, California, for the purpose of obtaining first and second mortgage
6 loans that would enable Straw Buyer 3 to act as YEUNG's Straw Buyer for the residential
7 property located at 1351 Third Street, Gilroy, California. As YEUNG, CC-1, CC-2 and
8 Straw Buyer 3 well knew at the time, this loan application contained numerous materially
9 false and misleading representations, including false and misleading representations about
10 the true identity of the borrower, Straw Buyer 3's employment, income and assets, and
11 that Straw Buyer 3 intended to live in the residential property located at 1351 Third
12 Street, Gilroy, California.

13 o. On or about December 30, 2005, based on the materially false
14 and misleading information provided to it by YEUNG, CC-1, CC-2 and Straw Buyer 3,
15 Long Beach Mortgage Company funded first and second mortgage loans in the name of
16 Straw Buyer 3 for the purchase of the residence located at 1351 Third Street, Gilroy,
17 California, in the amounts of \$656,952.75 and \$165,696.00 respectively, by means of
18 interstate wires. Portions of these funds were used to pay off the mortgage loans in the
19 name of Straw Buyer 2.

20 The 7187 Pitlochry Drive, Gilroy, California Straw Buyer Transaction

21 p. In or about September 2005, YEUNG met with another Straw
22 Buyer ("Straw Buyer 4") in San Francisco, California. At this meeting, and during
23 subsequent conversations, YEUNG told Straw Buyer 4, in sum and substance and among
24 other things, that YEUNG wanted to use Straw Buyer 4's credit to purchase a residence
25 located at 7187 Pitlochry Drive, Gilroy, California. YEUNG also told Straw Buyer 4, in
26 sum and substance and among other things, that YEUNG would pay Straw Buyer 4 for
27 his participation and that YEUNG would pay all expenses associated with the residence
28 including the mortgage obtained in Straw Buyer 4's name. YEUNG also told Straw

1 Buyer 4 that his name would be removed from the property in question within a short
2 period of time.

3 q. On or about February 8, 2006, in San Francisco, California, YEUNG
4 and Straw Buyer 4 entered into a written contract pertaining to the purchase of the house
5 located at 7187 Pitlochry Drive, Gilroy, California (the "Straw Buyer contract"). The
6 Straw Buyer contract stipulated, in pertinent part and among other things, that YEUNG
7 would use Straw Buyer 4's credit to purchase the property located at 7187 Pitlochry
8 Drive, Gilroy, California, that YEUNG would pay Straw Buyer 4 compensation in the
9 amount of \$20,000 for the use of his credit; that YEUNG would pay the mortgage
10 payments for the property located at 7187 Pitlochry Drive, Gilroy, California; and that
11 YEUNG would remove Straw Buyer 4's name from the mortgage loan within six months.

12 r. On or about February 14, 2006, YEUNG, together with CC-1, CC-2
13 and Straw Buyer 4, caused loan applications and other documents to be transmitted to
14 Silver State Financial Services, Inc. for the purpose of obtaining first and second
15 mortgage loans that would enable Straw Buyer 4 to act as YEUNG's Straw Buyer for the
16 residential property located at 7187 Pitlochry Drive, Gilroy, California. As YEUNG, CC-
17 1, CC-2 and Straw Buyer 4 well knew at the time, these loan applications contained
18 numerous materially false and misleading representations, including false and misleading
19 representations about the true identity of the borrower, Straw Buyer 4's employment,
20 income and assets and that Straw Buyer 4 intended to live in the residential property
21 located at 7187 Pitlochry Drive, Gilroy, California.

22 s. On or about March 6, 2006, based on the false and misleading
23 information provided to it by YEUNG together with CC-1, CC-2 and Straw Buyer 4,
24 Silver State Financial Services, Inc. funded first and second mortgage loans in the name
25 of Straw Buyer 4 for the purchase of 7187 Pitlochry Drive, Gilroy, California, in the
26 amount of \$1,003,412.89 and \$299,332.60 respectively, by means of interstate wires.

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1 The Second 261 San Fernando Way, San Francisco, California Straw Buyer Transaction

2 t. In or about the end of 2006, YEUNG met with another Straw
3 Buyer ("Straw Buyer 5") in San Francisco, California. At this meeting, and during
4 subsequent conversations, YEUNG told Straw Buyer 5, in sum and substance and among
5 other things, that YEUNG wanted to use Straw Buyer 5's credit to purchase YEUNG's
6 residence located at 261 San Fernando Way, San Francisco, California. YEUNG also
7 told Straw Buyer 5, in sum and substance and among other things, that YEUNG would
8 pay Straw Buyer 5 for his participation and that YEUNG would pay all expenses
9 associated with the residence including the mortgage obtained in Straw Buyer 5's name.
10 YEUNG also told Straw Buyer 5 that his name would be removed from the property in
11 question within a short period of time.

12 u. On or about December 13, 2006, YEUNG, together with Straw
13 Buyer 5 and others, caused loan applications and other documents to be transmitted to
14 Chase Home Finance LLC for the purpose of obtaining a first mortgage loan that would
15 enable Straw Buyer 5 to act as YEUNG's Straw Buyer for the residential property located
16 at 261 San Fernando Way, San Francisco, California. As YEUNG and Straw Buyer 5
17 well knew at the time, this loan application contained numerous materially false and
18 misleading representations about the true identity of the borrower, including false and
19 misleading representations regarding Straw Buyer 5's income and assets and that Straw
20 Buyer 5 intended to live in the residential property located at 261 San Fernando Way, San
21 Francisco, California.

22 v. On or about December 27, 2006 YEUNG, together with Straw Buyer
23 5 and others, caused loan applications and other documents to be transmitted to Cal State
24 9 Credit Union for the purpose of obtaining a second mortgage loan that would enable
25 Straw Buyer 5 to act as YEUNG's Straw Buyer for the residential property located at 261
26 San Fernando Way, San Francisco, California. As YEUNG and Straw Buyer 5 well knew
27 at the time, this loan application contained numerous materially false and misleading
28 representations, including false and misleading representations about the true identity of

1 the borrower, Straw Buyer 5's income and assets and that Straw Buyer 5 intended to live
2 in the residential property located at 261 San Fernando Way, San Francisco, California.

3 w. On or about January 4, 2007, based on the false and misleading
4 information provided to it by YEUNG, Straw Buyer 5 and others, Chase Home Finance
5 LLC and Cal State 9 Credit Union funded first and second mortgage loans in the name of
6 Straw Buyer 5 for the purchase of 261 San Fernando Way, San Francisco, California, in
7 the amount of \$1,765,114.96 and \$469,318.00 respectively. In addition, on or about
8 January 9, 2008, a sum of \$57,054.92 was wired in interstate commerce to YEUNG and a
9 sum of \$590,746.11 was used to pay back other outstanding loans that had been secured
10 by the property located at 261 San Fernando Way, San Francisco, California.

11 All in violation of Title 18, United States Code, Section 1349.

12 COUNTS TWO THROUGH NINE: 18 U.S.C. § 1343 – Wire Fraud

13 9. Paragraphs 1 through 5 and 8 of this Indictment are hereby re-alleged and
14 incorporated by reference as if set forth in full herein.

15 10. From at least in or about December 2004 through in or about January 2007,
16 both dates being approximate and inclusive, in the Northern District of California and
17 elsewhere, the defendant,

18 JUDY YEUNG,
19 a/k/a "Miu Wan Yeung,"

20 together with others known and unknown to the Grand Jury, did knowingly and
21 intentionally devise a material scheme and artifice to defraud, and to obtain money and
22 property by means of materially false and fraudulent pretenses, representations and
23 promises, and by material omissions of fact, and for the purpose of executing such
24 scheme and artifice did transmit and cause to be transmitted, by means of wire
25 communication in interstate commerce, writings, signs, signals, pictures and sounds,
26 namely, the following:

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<u>Count and Approximate Date</u>	<u>Originator</u>	<u>Beneficiary</u>	<u>Description</u>
Count 2 March 22, 2005	Washington Mutual Bank	First American Title Company	Interstate wire transfer of \$1,362,495.10 for refinance of 261 San Fernando Way, San Francisco, California
Count 3 October 20, 2005	Long Beach Mortgage Company	North America Title Company	Interstate wire transfer of \$159,104.16 for purchase of 1351 Third Street, Gilroy, California
Count 4 October 20, 2005	Long Beach Mortgage Company	North America Title Company	Interstate wire transfer of \$637,434.20 for purchase of 1351 Third Street, Gilroy, California
Count 5 December 30, 2005	Long Beach Mortgage Company	Alliance Title Company	Interstate wire transfer of \$165,696.00 for purchase of 1351 Third Street, Gilroy, California
Count 6 December 30, 2005	Long Beach Mortgage Company	Alliance Title Company	Interstate wire transfer of \$656,952.75 for purchase of 1351 Third Street, Gilroy, California
Count 7 March 6, 2006	Silver State Financial Services	Chicago Title Company	Interstate wire transfer of \$299,332.60 for purchase of 7187 Pitlochry Drive, Gilroy, California
Count 8 March 6, 2006	Silver State Financial Services	Chicago Title Company	Interstate wire transfer of \$1,003,412.89 for purchase of 7187 Pitlochry Drive, Gilroy, California
Count 9 January 9, 2007	Financial Title Company	Wells Fargo Bank, NA	Interstate wire transfer of \$57,054.92 for purchase of 261 San Fernando Way, San Francisco, California

All in violation of Title 18, United States Code, Section 1343.

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1 COUNT TEN: 18 U.S.C. § 1512(b)(3) – Witness Tampering

2 11. Paragraphs 1 through 5 and 8 of this Indictment are hereby re-alleged and
3 incorporated by reference as if set forth in full herein.

4 12. On or about May 9, 2007, in the Northern District of California, the
5 defendant,

6 JUDY YEUNG,
7 a/k/a “Miu Wan Yeung,”

8 did knowingly use intimidation and threats, and did corruptly persuade another person,
9 and attempt to do so, with intent to hinder, delay and prevent the communication to a law
10 enforcement officer and judge of the United States of information relating to the
11 commission and possible commission of a Federal offense.

12 All in violation of Title 18, United States Code, Section 1512(b)(3).

13 COUNT ELEVEN: 18 U.S.C. § 1512(b)(3) – Witness Tampering

14 13. Paragraphs 1 through 5 and 8 of this Indictment are hereby re-alleged and
15 incorporated by reference as if set forth in full herein.

16 14. On or about September 18, 2007 in the Northern District of California, the
17 defendant,

18 JUDY YEUNG,
19 a/k/a “Miu Wan Yeung,”

20 did knowingly use intimidation and threats, and did corruptly persuade another person,
21 and attempt to do so, with intent to hinder, delay and prevent the communication to a law
22 enforcement officer and judge of the United States of information relating to the
23 commission and possible commission of a Federal offense.

24 All in violation of Title 18, United States Code, Section 1512(b)(3).

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COUNT TWELVE: 18 U.S.C. § 1512(b)(3) – Witness Tampering

15. Paragraphs 1 through 5 and 8 of this Indictment are hereby re-alleged and incorporated by reference as if set forth in full herein.

16. On or about October 18, 2007 in the Northern District of California, the defendant,

JUDY YEUNG,
a/k/a "Miu Wan Yeung,"

did knowingly use intimidation and threats, and did corruptly persuade another person, and attempt to do so, with intent to hinder, delay and prevent the communication to a law enforcement officer and judge of the United States of information relating to the commission and possible commission of a Federal offense.

All in violation of Title 18, United States Code, Section 1512(b)(3).

Dated:

A TRUE BILL.

July 30, 2009

Linda Benjamin
FOREPERSON

JOSEPH P. RUSSONIELLO
United States Attorney

Barbara Valliere

BARBARA VALLIERE
Acting Chief, Criminal Division

(Approved as to form: *[Signature]*)

[Signature]
AUSA RABKIN
AUSA BADGER